Dane County Contract Cover Sheet

Dept./Division		Public Safety Communications				Contract # Admin will assign			13589			
Vendor Name		Madison Emergency Physicians			ins		Addendum [] Yes	⊠ No		
Vendor MUNIS #		4753						Type of Contract				
Brief Contract Title/Description		Medical Director for the Department Safety Communications				of Public			Gr. Co	ne County (ant unty Lesse unty Lesse) 0	
Contract Term		January 1, 2019 - December 31, 20				9				ergovernm rchase of I		
Total Contract Amount		\$ 30,000							Pro	operty Sale		
11.00	hasing hority	☐ Between ☐ Over \$36 ☐ Bid Waix ☐ Bid Waix	or under – Bo 1 \$10,000 – \$3 5,000 (\$25,000 ver – \$36,000 ver – Over \$3 rants, Leases	36,000 0 Publ or un 6,000	(\$0 - \$: lic Work der (\$25 (N/A to I	25,000 Pul (s) (Forma 5,000 or un Public Wor	blic Wo I RFB/R ider Pub ks)	rks) (3 qu FP require	ed) R	FB/RFP#	118081	
MUNIS Req.		Org Code	PSC	PSC		Obj Code		31960 Amount		\$ 30,000		
Req#	279	Org Code			Obj (oj Code		Amount		\$	\$	
Year	2019	Org Code			Obj (Code		Amount		\$		
Reso	dution	A copy of	on is require the Resoluti does not exce	on m	ust be	attached	to the	contract	cover sh	eet.	ed.	
		☐ Contract exceeds \$100,000 (\$40,000 Public Works) - ☐ A copy of the Resolution is attached to the contract co					•	-		Year	2018- 2019	
			Co	ontrac	t Revie	w/Appro	vals					
Initials Cac	Received by DOA Controller		Date n	1/2		Commer	nts					
Risk Management County Executive		1-3-19	-	7/16								
	Dane C	ounty Dept.	Contact Info	0				Vendor	Contact Ir	ifo		
Name Kevin Fosso				Name		. Kacey Kronenfeld						
	Phone # 608-283-2914				Phone # Email		2-483-3496 onenfeld@mep.health					
Address fosso@countyofda 210 Martin Luther Madison, WI 53703		King Jr Bl #1	King Jr Bl #109			700	00 S Park St. adison, WI 53715					

	iffication: attached contract is a:
	Dane County Contract without any modifications.
×	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by: Dave Gault
	Non-standard contract.

Contract Cover Sheet Signature

Department Approv	al of Contract	
	Signature	Date
Dept. Head /	John Dezung	12/27/18
Authorized Designee	Printed Name	
200.900	John Dejung	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

	Signature Date
Director of Administration	Comments
	Signature Date
Corporation Counsel	Comments

DANE COUNTY CONTRACT # 13589



of Pages Including Schedules:

Expiration Date: December 31, 2019

Authority: Res. # , 18-19

14

\$30,000

Public Safety

Pepartment:

Communications

Maximum Cost:

Registered Agent Address:

Registered Agent:

THIS MEDICAL DIRECTOR AGREEMENT ("Agreement"), made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Madison Emergency Physicians (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Bl. Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of Medical Direction and oversight of Public Safety Communications Medical Priority Dispatch System program; and

WHEREAS PROVIDER, whose address is 700 S Park St. Madison, WI 53715, is able and willing to provide such services;

NOW, **THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to

carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY; provided, however, that all COUNTY personnel shall remain under the direction and control of COUNTY and COUNTY shall have the sole right to hire, fire, and/or discipline such personnel.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice, provided, however, that COUNTY shall pay for services already rendered as of the date funds are no longer available.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- E. PROVIDER or COUNTY may terminate this Agreement for convenience by giving a ninety (90) day written notice to the other party.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement

under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

- A. Subject to any applicable statutory limitations, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation Insurance at Wisconsin statutory

limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate C. of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- E. Each party shall promptly notify the other party in the event it has reason to believe a claim may exist against the other party related to the services provided under this Agreement. Notification under this section shall be for information purposes only and shall not substitute for the statutory notification and claim procedures of Wis. Stat. 893.80 and any other related statute, if and as applicable.
- F. Nothing in this Agreement is intended to amend, abrogate, or waive the right of either party to claim immunity for acts or omissions undertaken under this Agreement, including but not limited to governmental/sovereign immunity and/or the civil immunity afforded to medical directors reviewing the performance of emergency medical services under Wis. Stat. 146.37.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any

such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state orfederal law.

XI. <u>CIVIL RIGHTS COMPLIANCE:</u>

- If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. <u>Appeal Process.</u> PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.08(20)(c)-(e) of the Dane County Code of Ordinances.
- C. <u>Notice Requirement</u>. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for unionorganizing."

XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. <u>Controlling Law and Venue</u>. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. <u>Limitation Of Agreement</u>. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties. This Agreement does not create anyone as a third-party beneficiary, and does not authorize non-parties to this Agreement to maintain actions for damages under this Agreement.
- D. <u>Entire Agreement</u>. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. <u>Counterparts</u>. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

4KHO)	•	12/22/18
Kacey Kronenfeld, MD Medical Director of Prehospital Services Madison Emergency Physicians		Date/Signed
- /		Date Signed
	**	
FO	R COUNTY:	
Joseph T. Parisi, Dane County Executive		Date Signed
Scott McDonell, Dane County Clerk	· ·	Date Signed

^{* [}print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

The Public Safety Communications Medical Director will provide management and accountability for the medical care aspects of the Medical Priority Dispatch System (MPDS). Services shall be provided January 1, 2019 through December 31, 2019, approximately 12 hours per month, as needed by COUNTY.

PROVIDER shall complete the following tasks:

- 1. Provides local approval and medical control of the operational, MPDS; evaluation of the medical care and pre-arrival instructions rendered by the emergency medical dispatcher (EMD) personnel.
- 2. Have direct participation in the MPDS system evaluation, quality assurance, and quality improvement process and mechanisms; and, responsibility for the medical decision and care rendered by the EMD.
- 3. Serve in a liaison capacity between the Public Safety Communications Department, County Medical Directors and the emergency medical service community, including hospitals and clinics, for issues relating to the emergency priority medical dispatch program.
- 4. Serve as a member of the Medical Dispatch Review & Steering Committee, and participate in the quality assurance review process.
- Provide monthly as needed, review and analysis of the MPDS.
- 6. Provide medical monitoring and oversight of the training of the EMD.
- 7. Have final local authority relating to medical issues in policies and procedures relating to the Medical Priority Dispatch Program.

SCHEDULE B Pricing Structure and Payment

1. Annual amount is not to exceed \$30,000.00 January 2019 – December 2019 = \$150.00 hourly

Hourly rates for future years, if contact is extended by addendum, as follows:

January 2020 - December 2020 = \$150.00 hourly

January 2021 - December 2021 = \$150.00 hourly

January 2022 - December 2022 = \$150.00 hourly

January 2023 - December 2023 = \$150,00 hourly

- 2. Provider will submit monthly, a detailed invoice of hours worked and tasks completed.
- 3. Payment will be made 30 days after receipt of monthly statement.

SCHEDULE C Reports

Provide reports, when requested, to the Director of Public Safety Communications Center, and other bodies as requested, specific to the Medical Priority Dispatch System use.

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